

LaSalle Banks

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EQUITY LINE OF CREDIT MORTGAGE

- LaSalle Northwest National Bank
- LaSalle Bank of Lisle
- LaSalle Bank Northbrook
- LaSalle Bank Westmont
- LaSalle Bank Lake View
- LaSalle Bank Matteson
- LaSalle Talman Bank

This Equity Line of Credit Mortgage is made this 19th day of November 1993 between the Mortgagee American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated 7-7-78 A/K/A Trust Number 108788-09 (herein "Lender"), and the Borrower, LASALLE NORTHWEST NATIONAL BANK (herein "Borrower").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated November 19th 1993, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$150,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate of interest and at time provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after November 19th 1993, together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by December 5th 2000 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement all extensions, renewals and refinancings thereof, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant, sell, assign and convey to Lender the following described property located in the County of Cook, State of Illinois:

BOOK COUNTY RECORDER
 \$29.00
 1564 12/07/93 14:49:00
 *93-99781

8/1/98
 297/48

Permanent Tax No. 17 03 211 030 1022

LEGAL DESCRIPTION RIDER ATTACHED

which has the address of 132 (herein "Property Address")

Unit No. 5101 in 132 East Delaware Place Condominium as delineated on a survey of Lot 4 in 900 North Michigan a Resubdivision of land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership, recorded in the Office of Recorder of Deeds of Cook County recorded as Document No. 89301306, as amended from time to time, together with its undivided percentage interest in the Common Elements, together with the tenements and appurtenances thereunto belonging.

Together with all the improvements gas rights and profits, water, water and additions thereto, shall be deemed (or leasehold estate if this Mortgage Borrower covenants that Borrower that Borrower will warrant and defend or restrictions listed in a schedule c Covenants. Borrower and Lender c

Parcel 2:

All those certain easements, privileges, rights of use, and all other benefits for the benefit of Parcel 1 described in the Declaration of Covenants, Conditions, Restrictions and Easements dated April 20, 1989, made by LaSalle National Bank, as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701 and LaSalle National Bank, as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495 and recorded May 9, 1989 as Document No. 89208434, as amended from time to time.

1. Payment of Principal and Interest together with any fees and charges
2. Application of Payments. Unless made shall be applied by Lender first pursuant to the Agreement, then to

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial

2900

BOXES

MAIL TO:

9399781

UNOFFICIAL COPY

taking of the Property, or part hereof, or the conveyance in lieu of a deed, to be hereafter provided and shall be paid to Lender in the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Lender offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability, Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated therein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution, or after recording hereof.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby, outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 150,000.00, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting sales taxes and assessments.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it, such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally

By [Signature]
Vice-President
ATTEST [Signature]
Assistant Secretary

93999751

STATE OF ILLINOIS
COUNTY OF COOK

I, L. M. SOVIENSKI, a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that J. MICHAEL WREHAN, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and [Signature], Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid.



Form 1308 R-4/89

Lasalle Banks

9399781

EQUITY LINE OF CREDIT MORTGAGE

- Lasalle Bank of Lisle
- Lasalle Northwest National Bank
- Lasalle Bank Northbrook
- Lasalle Bank Lake View
- Lasalle Bank Matteson

The Equity Line of Credit Mortgage as Trustee under Trust Agreement dated 7-7-78 A/K/A 78

Whereas, Borrower and Lender

19 93, pursuant to which Borrower

exceed \$150,000.00, plus 1/2

below ("Loans"), interest on the Loans

Unless otherwise agreed in writing

1978

Borrowed under the Agreement

To Secure to Lender the repayment

of the payment of all other sums, with

of the covenants and agreements

the following described property for

the County of COOK

Permanent Tax No.

17 03 211 030 1021

which has the address of 132 East Delaware Place, Chicago, IL 60611 - Unit 5101

(herein "Property Address")

Together with all the improvements, new or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and

gas rights and profits, water, sewer, electric, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements

and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property

(or leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property";

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and

that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements

or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property;

Covenants, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal or interest on the Loans made pursuant to the Agreement,

together with any fees and charges as provided in the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof

made shall be applied by Lender first in payment of any advance or prepayment made by Lender pursuant to this Mortgage, then to interest, fees and charges payable

pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property

which may attach to this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed

by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts

evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed

by the title insurance policy; Lender's interest in the Property; provided, that if Borrower shall not be required to discharge any such lien so long

as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest

such lien by or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property

or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards

included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender

may require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured

by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be

unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereon shall be from acceptable to Lender and shall include a standard mortgage clause in favor of and in a form

acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the

event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by

Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided

such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such repair, replacement or repair is not economical,

it is feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with

the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice

is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the

insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of

any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all

right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to

the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good

repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage

is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations

under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium

or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded

together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and

agreements of this Mortgage as if the rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding

is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior

mortgagee, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's

option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including,

but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by

this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower re-

questing payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under

the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower

notice prior to any such inspection applying to such inspection. Lender may also cause to be made or cause to be made any such inspection at any time

or from time to time on the event of a total or partial

condemnation. The proceeds of any such condemnation or other taking of

the Property, or part thereof, for condemnation, and the proceeds of any such

condemnation, shall be paid to Lender in full or partial

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MAIL TO:

BOX 333

2500

\$29.00

1981

2/1/88

BANK

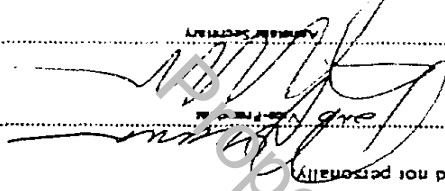
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Form 1004 (1-78)
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 06/27/96
OFFICIAL SEAL
 L.M. SOVENSKI
 My Commission Expires 06/27/96

93999751

COMPANY OF CHICAGO, and
 Assistant Secretary of said Company, who are personally known
 to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary,
 respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and
 voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the
 said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal
 of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid.

DO HEREBY CERTIFY, that
 I, **L.M. SOVENSKI**,
 a Notary Public, in and for said County, in the State aforesaid,

STATE OF ILLINOIS
 COUNTY OF COOK
 ATTEST
 By 
 As Trustee as aforesaid and not personally
 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

and attested by its Assistant Secretary, the day and year first above written.
 has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed
 IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid,

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid
 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company
 of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that
 nothing herein or in said note contained shall be construed as creating an liability on the said First Party or on said American National Bank and
 Trust Company of Chicago personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to
 perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by
 said American National Bank and Trust Company of Chicago personally and that so far as the First Party and its successors and
 owners or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the
 enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the
 guarantor, if any.

16. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under
 the agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made
 within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although
 the time any advance is made. The term of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time
 its time any advance is made. The total amount of indebtedness secured hereby, including future advances, shall not exceed a maximum principal
 amount of \$ 150,000.00. This amount shall be subject to adjustment from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may
 make under this Mortgage) or any other amount with respect thereto) at any one time outstanding shall not exceed a maximum amount of \$ 150,000.00.
 The Property and interest on such disbursements shall be subject to the same terms and conditions as the "maximum amount secured hereby." This
 Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments

15. **Borrower's Copy.** The Lender shall provide to the Borrower a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recording
 hereof.
 14. **Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this
 Mortgage or the Agreement or the promissory note, such contract shall not affect other provisions of this Mortgage or the Agreement which can be
 given effect without the provision in question, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage
 shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate
 by notice to such other address as Borrower may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be
 deemed to have been given to Borrower by Lender when given in the manner designated therein.
 12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights
 hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrowers shall be joint and
 several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions
 hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded
 by law or equity, and may be exercised concurrently, independently or successively.
 10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise
 afforded by application law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment
 of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Mortgage,
 or of Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender
 to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in
 interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any
 term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of
 any payment due under the Agreement or change the amount of such payment.
 at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.
 damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds,
 or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.
 If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for
 taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total

From under my hand and official seal, this _____ day of _____, 19____, I, _____, County Clerk of _____ State of Illinois, do hereby certify that _____, a Public Official, in and for said county and state, do hereby certify that _____, personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to be the same person(s) whose name(s) _____ signed and delivered the said instrument in _____ free and voluntary act, for the uses and purposes therein set forth.

County of _____ State of Illinois
Type or Print Name _____
Borrower

AMERICAN NATIONAL BANK & TRUST COMPANY
OF CHICAGO, TRUST NO. 108788-09
Type or Print Name _____
Borrower

In Witness Whereof, Borrower has executed this Mortgage

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. Lender and the receiver shall be liable to account only for those rents actually received. Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Assignment of Rents; Apportionment of Receiver. Lender in Possession. As additional security, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

18. Transfer of Ownership. If all or any part of the Property or any interest in it is sold or transferred in full or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and waived by this Mortgage, (b) Lender's actions or omissions adversely affect any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, if it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

16. Lender shall be entitled to the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by application law, shall not be a waiver of Lender's right to accredit the maturity of the agreement secured by this Mortgage or of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accredit the maturity of the agreement secured by this Mortgage.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

93999751

Property of County Clerk's Office

UNOFFICIAL COPY

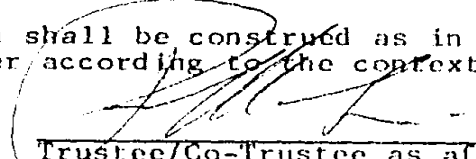
TRUST RIDER TO EQUITY LINE OF CREDIT MORTGAGE

This rider is dated November 29, 1983 and is a part of and amends and supplements the Equity Line of Credit Mortgage, (Mortgage) of the same date executed by the undersigned (Borrower) to secure an Equity Line of Credit Agreement (Agreement) of the same date to LaSalle Northwest National Bank. The Mortgage covers the property described in the Mortgage and Trust Rider to Mortgage (Mortgage Rider) and located at:

132 E. Delaware Place - 5101, Chicago, IL 60611

The Borrower agrees that the Mortgage is amended and supplemented as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage), includes, but is not limited to, the right of the Borrower or of any beneficiary of the Trust (defined below) to manage, control or possess the Property or to receive the net proceeds from the rental, sale hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon, shall, at LaSalle's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without LaSalle's written permission. "Sale or transfer" means the conveyance of property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (i) the creation of a lien or encumbrance subordinate to the Mortgage; (ii) the creation of a purchase money security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon the death of a joint tenant.
- C. The Borrower warrants that it has full power and authority to execute the Mortgage and this Rider.
- D. The Mortgage is executed by the Borrower, not personally but as Trustee/Co-Trustees in the exercise of the authority conferred upon it as Trustee/Co-Trustee under Trust Agreement dated July 7, 1978 1978 and known as 208788-09 ("Trust"). The Borrower is not personally liable on the Agreement secured by the Mortgage, nor is the Borrower liable for (i) any indebtedness arising pursuant to the terms of the Mortgage; or (ii) the performance of any covenant, either express or implied contained in the Mortgage. All such liability, if any, is hereby expressly waived by LaSalle.
- E. Words and phrases herein shall be construed as in the singular or plural number according to the context.

By: 
Trustee/Co-Trustee as aforesaid
(Borrower)

By: _____
Trustee/Co-Trustee as aforesaid
(Borrower)

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